

SOLICITATION

SECTION A - SOLICITATION/CONTRACT FORM

1. Purchase Authority: Public Law 92-218 as amended			
2. Request for Proposal (RFP) Number: N02-CO-82403-96	3. Issue Date: September 13, 2007	4. Just in Time: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Part IV Section L	5. Set Aside: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Part IV Section L
6. Title : Scientific Library Services at NCI-Frederick			
7. ISSUED BY: Management Operations and Support Branch National Cancer Institute - Frederick Building 427, Room 10 Frederick, MD 21702-1201 _____ _____ _____ _____		8. SUBMIT OFFERS TO: See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 1 of this Solicitation.	
9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 1, "Packaging and Delivery of the Proposal," until 3:00PM local time on October 15, 2007. Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043.			
10. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN ATTACHMENT 1, "PACKAGING AND DELIVERY OF THE PROPOSAL." IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH SUBPARAGRAPH (c)(3) OF FAR CLAUSE 52.215-1, ENTITLED, "INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION" LOCATED IN SECTION L.1. OF THIS SOLICITATION.			
11. Offeror must be registered in the Central Contractor Registry (CCR) prior to award of a contract. http://www.ccr.gov			
12. FOR INFORMATION CALL: Scott Drega, Contracting Officer PHONE: 301-846-1115 e-MAIL: dregas@mail.nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.			
		Donald L. Harne Contracting Officer Management Operations and Support Branch National Cancer Institute - Frederick	

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PART I - THE SCHEDULE

THE INFORMATION SET FORTH IN **SECTION A - SOLICITATION/CONTRACT FORM**, HEREIN CONTAINS IMPORTANT INFORMATION FOR ANY OFFEROR INTERESTED IN RESPONDING TO THIS SOLICITATION. ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL INCLUDE IN ITS **SECTION A - SOLICITATION/CONTRACT FORM**, ACCOUNTING, APPROPRIATION AND GENERAL INFORMATION APPLICABLE TO THE CONTRACT AWARD.

THE CONTRACT SCHEDULE SET FORTH IN **SECTIONS B THROUGH H**, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS NOT AN EXACT REPRESENTATION OF THE CONTRACT DOCUMENT THAT WILL BE AWARDED AS A RESULT OF THIS SOLICITATION. THE CONTRACT COST OR PRICE AND OTHER CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (i.e., those relating to the organizational structure [e.g., Non-Profit, Commercial] and specific cost authorizations unique to the Offeror's proposal and requiring Contracting Officer Prior Approval) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. THE ENCLOSED CONTRACT SCHEDULE IS INTENDED TO PROVIDE THE OFFEROR WITH THE NECESSARY INFORMATION TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

To provide Scientific Library Services at the National Cancer Institute at Frederick (NCI-Frederick), a Federally Funded Research and Development Center (FFRDC).

ARTICLE B.2. ESTIMATED COST PLUS AWARD FEE

a. Estimated Cost and Base Fee

1. The total estimated cost of the Base Period of this contract is \$_____.
2. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the estimated cost shall be increased as follows:

Period	Estimated Cost (\$)
Base Period (Years 1-5)	\$
Option 1 (Year 6)	\$
Option 2 (Year 7)	\$
Option 3 (Year 8)	\$
Option 4 (Year 9)	\$
Option 5 (Year 10)	\$
Total Base Period and Option(s)	\$

3. The total base fee (i.e. minimum fee payable hereunder) for the Base Period of the contract is \$_____.
- a. The fee payment schedule will be determined during negotiations.
 - b. Payment shall be subject to the withholding provision of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract. Payment of fee shall not be made in less than monthly installments.

b. Award Fee Consideration

1. Based on the evaluation/determination described in subparagraph d. below, an award fee may be paid to the contractor at regular intervals as defined in the paragraphs herein. The total potential award fee available is \$_____ and the evaluation periods shall be as follows:

Base Period Evaluation Period(s):	Available Award Fee
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
Total	\$

2. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the total potential award fee available for the option years/periods and the evaluation periods shall be as follows:

Evaluation Period(s) by Option	Available Award Fee
Year 6	\$
Year 7	\$
Year 8	\$
Year 9	\$
Year 10	\$
Total	\$

c. Total Estimated Contract Amount

1. The total estimated amount of the contract, represented by the sum of the estimated cost plus the available award fee is \$_____.
2. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the Government's total estimated contract amount, represented by the sum of the estimated cost plus the available award fee and the period of performance will be increased as follows:

Period	Estimated Cost (\$)	Available Award Fee (\$)	Estimated Cost Plus Award Fee (\$)
Base Period:	\$	\$	\$
Option Period(s):	\$	\$	\$
Total Base Period and Option(s)	\$	\$	\$

3. Total funds currently available for payment and allotted to this contract are \$_____. Of which \$_____ represents the estimated costs, and of which \$_____ Represents the available award fee. For further provisions on funding, see the LIMITATION OF FUNDS clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses.
4. It is estimated that the amount currently allotted will cover performance of the contract through _____.
5. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

d. Methodology for Award Fee Evaluation/Determination

1. The Contractor's performance hereunder will be observed and evaluated continuously by the Government. At the end of each evaluation period, the Contracting Officer will review performance based on the standards and criteria established in the Quality Assurance Surveillance Plan, dated July 2007, listed in SECTION J - LIST OF ATTACHMENTS, attached hereto and made a part of this contract.
2. The findings of the evaluation will determine the amount of the available award fee (specified in subparagraph b. above) earned by the Contractor for the identified evaluation period. In no event, however, will any unearned award fee become available in subsequent evaluation periods.
3. The Contracting Officer will notify the Contractor, in writing, of the available award fee actually earned for a given evaluation period. Upon receipt of this notification, the Contractor may submit a public voucher for payment of the total award fee earned, less any previously billed partial payments authorized in subparagraph a. 3. (a) of this Article.
4. The evaluation/determination of award fee shall be binding on both parties and not subject to the Disputes clause included in Section I of the contract.

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer. The following is a list of items that may be included in the resultant contract as applicable.

a. Items Requiring Written Authorization by the Contracting Officer

Unless instructed to the contrary by the Contracting Officer, the Contractor shall forward to the Contracting Officer for written authorization:

(1) The following proposed actions:

(a) Purchase or lease of real property or any interest therein.

(b) Any subcontract requirements for renovation or alteration of facilities, construction (including Architect-Engineer (A&E) design), preventative maintenance and repair of facilities shall be submitted immediately prior to award when the proposed subcontract (or delivery order under a subcontract) amount exceeds the fiscally approval Maintenance Service Request (MSR) ceiling (see B.4.k.). In addition, modifications to the foregoing types of subcontracts shall be submitted immediately prior to award when the amount of the modification to the particular subcontract exceeds either \$5,000 or the cumulative amount of all modifications exceed 10% of the original subcontract amount. Any modification to an approved subcontract that will cause the subcontract amount to exceed the MSR ceiling for the project shall also be submitted.

(c) Foreign and legal services subcontracts (see FAR Clause 52.244-2).

(d) Any requirements for advisory and assistance services and any consultant agreements (excluding A&E services referenced above) for which costs will be incurred under this contract, or any use of the Contractor's personnel in an advisory or assistance service capacity [see B.4.a.(5)].

(e) Awards to Contractor's organization or other NCI-Frederick Contractors. This includes all businesses in which these organizations have an interest, including but not limited to affiliates and subsidiaries. In addition, all bids, proposals, or quotations received in connection with a particular solicitation or negotiation where an NCI-Frederick Contractor has submitted a bid, proposal, or quotation shall be submitted to the NCI-Frederick Contracting Officer for opening; and,

(f) Ratification of unauthorized acquisitions.

(2) Any changes to the Contractor's Salary and Wage Schedule;

(3) Recruitment actions to fill new positions not included in an approved budget at the E17 level and above;

(4) Any promotions, the cost of which is not already included in an approved budget for the affected Center Number;

(5) All work for other than NCI-Frederick purposes and/or to be performed by NCI-Frederick Contractor employees at off-site locations, i.e., any place other than the NCI-Frederick. This shall include all instances where reimbursement is to be made under this contract and/or such effort hours are to be credited toward contract performance as provided in ARTICLE LEVEL OF EFFORT. This shall not pertain to consultant services, which are covered under ARTICLE CONSULTANT OR OTHER COMPARABLE EMPLOYMENT SERVICES OF CONTRACTOR EMPLOYEES;

(6) All changes in the Contractor's fringe benefits such as new types of insurance coverage, changes in premium levels and eligibility for coverage, revisions to retirement plans including vesting requirements, bonus program, and all other enhancements except those required by law; and,

(7) Any sale/barter of supplies or services generated under this contract.

b. Domestic/Foreign Travel and Training

(1) Travel

Only travel that was not included in the annual approved budget shall be submitted for Contracting Officer approval EXCEPT that foreign travel and travel which exceeds the authorized per diem will require Contracting Officer approval.

(a) In the case of travel which exceeds the authorized per diem, the Contractor shall submit a request which sets forth the authorized per diem along with the proposed costs and a justification explaining the necessity to exceed the authorized per diem.

(b) In the case of foreign travel, Contractor requests shall contain the following information:

- (i) Meeting(s) and place(s) to be visited, with costs and dates;
- (ii) Names and titles of Contractor personnel to travel, and their functions in the contract;
- (iii) Contract purposes to be served by the travel;
- (iv) How travel of Contractor personnel will benefit or contribute to the accomplishment of the contract, or will otherwise justify the expenditure of contract funds;
- (v) How such benefits justify the costs for travel and absence from the contract of more than one person, if such are suggested;
- (vi) What additional functions, if any, shall be performed by the travelers to accomplish other purposes of the contract and thus provide further benefit to the Government;
- (vii) Justification that absence from the project by Key Personnel and other staff will not delay accomplishing the objectives of the contract;
- (viii) A statement to the effect that no funds provided under this contract shall be used for reimbursement of travel expenses incurred by Government employees;

(c) No funds provided under this contract shall be used for reimbursement of travel expenses incurred by Government employees. Neither shall contract funds provided under this contract be used for travel of non-contractor employees with the prior approval of the Contracting Officer.

(d) In the event the Contractor employee requesting travel is also employed on another contract, the Contractor must identify the other contract by Agency and contract number in a letter to the Contracting Officer. Such letter shall include a written statement from the cognizant Contracting Officer of the other Agency that the employee's travel is for the benefit of this contract and therefore no charges for time or travel will be made to another contract.

(2) Training

The Contractor is required to obtain Contracting Officer approval for training when the cost is \$250 or more. Requests for training shall be submitted at least two weeks before the scheduled start date. Deviations from the foregoing

notification period will be considered on a case-by-case basis. Contractor requests shall contain the following information:

(a) Name and brief description of training for which the request has been submitted, with costs and dates.

(b) Name and title of Contractor personnel to attend the training and their functions under the contract.

(c) A brief statement of how the training is anticipated to benefit and contribute to the employee's efforts under the contract.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award. It is anticipated the following elements of cost will be included:

a. Costs

Other provisions of this contract notwithstanding, the Contractor is hereby authorized to incur the following costs, within the limits and ceilings as described hereafter:

(1) Indirect Costs and Fringe Benefit Expenses:

(a) Indirect Costs: The Contractor is authorized to bill G&A expenses on a straight pro-rata basis at a fixed amount as shown in 1) below:

1) The Contractor is authorized to bill such expenses on a straight prorata basis for the annual amounts shown, at the time each bi-weekly reimbursement voucher is submitted for payment. The applicable indirect cost amounts are as follows:

Base Period	Year 1	Year 2	Year 3	Year 4	Year 5
Indirect Cost Amount	\$	\$	\$	\$	\$

Options	Year 6	Year 7	Year 8	Year 9	Year 10
Indirect Cost Amount	\$	\$	\$	\$	\$

(b) Fringe Benefits

1) Under this contract, fringe benefits shall be determined by the Contracting Officer. Final and provisional rates are set forth as follows:

Base Period	Year 1	Year 2	Year 3	Year 4	Year 5
Provisional	%	%	%	%	%
Final	%	%	%	%	%

Options	Year 6	Year 7	Year 8	Year 9	Year 10
Provisional	%	%	%	%	%

Final	%	%	%	%	%
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2) The Contractor(s) shall be required to submit annual fringe benefit rate proposal(s) to the Contracting Officer within one-hundred thirty-five (135) calendar days after the end of each contract year (September 25th). This submission shall include the proposed final fringe benefit rate for the prior year including detailed information to permit evaluation of the elements supporting the rate, along with a proposed provisional rate for the following year.

(2) Travel Costs

(a) Total annual expenditures for domestic/foreign scientific travel (transportation, lodging, subsistence, and incidental expenses) are based upon the amounts shown below. The Contractor may adjust and/or rebudget such costs from year-to-year, but such adjustment shall not materially exceed a given year's allotment, nor shall it exceed the five-year total, plus the cumulative total of any option period(s) exercised, without the prior written approval of the Contracting Officer.

Base Period	Year 1	Year 2	Year 3	Year 4	Year 5
Travel	\$	\$	\$	\$	\$

Options	Year 6	Year 7	Year 8	Year 9	Year 10
Travel	\$	\$	\$	\$	\$

(b) The cost of travel by privately-owned vehicles (automobile, motorcycle, airplane, etc.) shall be reimbursed at a rate not to exceed the Government mileage rate currently in effect, as amended from time to time, in lieu of actual costs; provided, however, that such reimbursement shall not exceed the otherwise allowable comparative cost of travel by common carrier.

(c) The Contractor agrees that costs for travel including lodging, other subsistence, and incidental expenses shall be allowable only to the extent that they do not exceed the amounts allowed for Federal employees. The Contractor, therefore, shall invoice and be reimbursed for all travel costs in accordance with FAR Subpart 31.205-46.

(d) Notwithstanding the conditions set forth in (a), (b), and (c) above, the Contractor is authorized to reimburse its NCI-Frederick employees up to the maximum rates of per diem allowances for travel by personnel in foreign areas, which are delineated in the Department of State Standardized Regulations (ALLOWANCES - 925. Maximum Rates of Per Diem Allowances for travel in Foreign Areas), as updated from time to time. The parties agree that utilization of these rates for foreign travelers will be in lieu of all other subsistence and lodging allowances as stipulated herein.

(3) Capitalized Equipment

Total costs for capitalized personal property, as defined in the Contractor's Guide for Control of Government Property, are based upon the annual estimates shown below. The Contractor may adjust and/or rebudget such costs from year to year, but such adjustment shall not materially exceed a given year's allotment, nor shall it exceed the five-year total, plus the cumulative total of any option period(s) exercised, without the prior written approval of the Contracting Officer.

Base Period	Year 1	Year 2	Year 3	Year 4	Year 5
Capitalized Equipment	\$	\$	\$	\$	\$

Options	Year 6	Year 7	Year 8	Year 9	Year 10
Capitalized Equipment	\$	\$	\$	\$	\$

(4) Employee Incentives/Bonuses

The Contractor is authorized to incur the following amounts per year as bonuses or incentive payments to non-key employees. Any amounts unexpended for the contract year may be carried over to the next year. Bonuses or incentives to key personnel shall not be charged to the contract.

Base Period	Year 1	Year 2	Year 3	Year 4	Year 5
Bonuses/ Incentives	\$	\$	\$	\$	\$

Options	Year 6	Year 7	Year 8	Year 9	Year 10
Bonuses/ Incentives	\$	\$	\$	\$	\$

(5) Advisory and Assistance Services

The Contractor shall not provide any advisory and assistance services during scientific library performance that violate the conditions established under FAR 37.203(c).

b. On-Site Corporate Authority

The Contractor shall have no less than two full-time employees who will be responsible for that firm's work at NCI-Frederick. These employees must have the authority to represent and commit his/her company in dealing with the Government and other Contractors on the (NCI-Frederick) site on all matters. One of these employees must be available on any given working day of the contract period to perform this function, e.g. to sign contract modifications. FAILURE TO COMPLY WITH THIS PARAGRAPH SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT.

Name of Individual	Title
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c. Space and Resource Assignments

All space and resource assignments shall be made by Project Officer with the approval of the Contracting Officer.

d. Conferences

All symposia, seminars, and conferences at locations other than NCI-Frederick shall require prior written approval (include the subject matter, participants, cost, date and location thereof) of the Project Officer, and must be submitted to the Contracting Officer for final approval.

All conferences shall be conducted in accordance with the spirit and intent of the NIH policy with regard to inclusion of women/ethnic groups/handicapped individuals, and documentation must exist in Contractor files to demonstrate compliance.

e. Work Requirement Resolution

In those situations where one Contractor cannot meet the terms of a request(s) by another Contractor or by resident intramural staff (e.g., procurement of animals, or the operation of facilities in which animals are held), such request(s), together with appropriate background information supporting the Contractor's position, shall be submitted to the Contracting Officer for resolution.

f. Changes within the Scope

It is agreed that the Contractor may recommend changes in the direction/emphasis of the work within the scope of the contract. These recommended changes shall be submitted to the Contracting Officer for consideration. The Contractor shall take no action on these recommendations without the specific written direction of the Contracting Officer (see PART I, SECTION G, ARTICLE G.3.). The procedure for establishing a contract requirement is: submission of requirement/work scope, including those from government sources, to the Project Officer for review; transmission through the Contracting Officer to the Contractor; and, back through the Contracting Officer and Project Officer for final disposition.

g. Administrative Leave Approval

Administrative leave shall be approved by the Contracting Officer when such leave is not in accordance with NCI-Frederick Policy and Procedures.

h. Property Accountability

It is understood that the Contractor will be held accountable for Government property located in its assigned space. Accountability includes, inter alia, physical presence, proper use and handling, normal maintenance, emergency service, and implementation of required safety procedures. In those situations where Government property is to be shared by two or more Contractors or is located in space shared by two or more Contractors, and the parties cannot agree how accountability shall be shared, such shall be referred to the Contracting Officer for resolution. The Operations and Technical Support (OTS) Contractor shall have access to all property at the NCI-Frederick for purposes of inventory.

The Contractor will utilize the OTS Contractor's property control system and cooperate with OTS Contractor personnel to ensure the accuracy of property records. The property records maintained and administered by the OTS Contractor shall constitute the Government's official property records for Government property in the assigned space of the Contractor.

i. Safety and Environmental Protection Programs/Regulations at the NCI-Frederick

(1) The Operations and Technical Support (OTS) Contractor has the primary responsibility for the maintenance and perpetuation of ongoing Safety Programs/Regulations at the NCI-Frederick, as well as responsibility for developing new programs/regulations as required. These Regulations, shall be prepared by the OTS Contractor and shall be approved by the Contracting Officer before implementation. These regulations will be complied with by all Contractor and Government personnel at the NCI-Frederick (see also Safety and Health Clause No. 352.223-70 of this contract). These safety procedures shall include those relevant to procurement, utilization, disposal of radioactive and hazardous materials, and biological materials potentially hazardous to humans and/or animals.

(2) All Contractors shall abide by the approved NCI-Frederick Safety and Environmental Regulations and agree that all employees/visitors/guests abide by the Safety and Environmental Regulations. To monitor compliance with Government-approved safety and environmental requirements, the OTS Contractor's Safety Officer or his/her designated representative has the authority to enter all areas/facilities at the NCI-Frederick to make periodic, routine or unannounced inspections. The OTS Contractor will attempt to resolve all deviations in safety and environmental regulations through the appropriate lines of authority. Upon inspection, deviations or discrepancies will be reported to the Laboratory Chief/Manager/Program Head for corrective action within 30 days. The results of the reinspection shall be reported to the Contractor's Project Manager or Government authority, as appropriate. In cases where deviations or discrepancies are not resolved at the time of reinspection, the Project Manager or Government authority shall provide assistance to the Safety Officer as requested to resolve the problem.

The Contractor will immediately report the following deviations or discrepancies to the Contracting Officer for appropriate action: (a) those requiring submission of a report to regulatory authorities; (b) those involving willful or repeat violations; and, (c) those that the Contractor is unable to resolve after reinspection.

The Contractor will also submit a monthly report to the Contracting Officer summarizing all deviations and discrepancies with Safety and Environmental Regulations by the 15th of the month following the reporting period. In cases where the OTS Contractor's Safety Officer judges that emergency remedial action is required, he/she is authorized to take such action, including the closing down and evacuation of any area/facility at the NCI-Frederick. The Chief Contracting Officer shall be verbally informed as soon as practicable after any emergency action is taken.

A special report shall be provided by the OTS Contractor to the Chief Contracting Officer and a copy shall be submitted to the Project Officer within 2 working days thereafter describing the nature of the emergency and corrective action taken.

(3) The Contracting Officer shall notify (and confirm in writing) the Contractor of any noncompliance with the provisions of this clause and corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action. (Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose.) If the Contractor fails or refuses to comply promptly, the Contracting Officer shall issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be the subject of the claim(s) for extension of time or for costs or damages by the Contractor.

j. Maintenance Service Requests

All Maintenance Service Requests (MSRs) for renovation or alteration of facilities, construction (including Architect-Engineer (A&E) design), preventative maintenance and repair of facilities estimated to exceed \$5,000 in Materials and Supplies (M&S), labor, or a combination of M&S and labor, shall be submitted to the Project Officer and Chief Contracting Officer for conceptual and fiscal approvals. Such requests shall be reviewed and approved by the Project Officer and Chief Contracting Officer prior to ordering of supplies, commencement of any work, issuance of a solicitation for a subcontract or modification of an existing subcontract. All drawings or specifications require the approval of the requestor before issuance of a solicitation for a subcontract or before work is initiated by the OTS Contractor's craft personnel.

k. Key Personnel Leave

The maximum vacation leave permitted key personnel during any Contract Year is 26 working days.

l. Absence of the Key Personnel

The Key Personnel designated in this contract shall notify the Contracting Officer, in writing, whenever he/she will be away from his/her duty station (NCI-Frederick) for one or more working day(s). Such notice shall state the purpose of the absence (i.e. vacation or contract business) and name the person in charge during the absence. If the absence is for the conduct of contract business (not vacation), the notice should state the purpose, location and telephone number of the key person during the absence.

m. Sale of Contract

Contractor shall not sell, transfer, or otherwise alter the control or ownership of this contract without the approval of the Contracting Officer.

n. Summer/Holiday Employment Program

The Contractor is encouraged to conduct a Summer/Holiday Employment Program. The number of individuals to be included in the Program shall be subject to the approval of the Contracting Officer. In this regard, the Contractor shall seek out minority/ underprivileged and under-served candidates to fill such positions whenever and wherever possible.

o. Personal Services

The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

The Contractor shall ensure, by appropriate management lines of authority within its contract organization, that within the meaning of FAR Subpart 37.104 no personal services relationships occur. Within the formal assignment of work and staffing allocation to the Contractor, all positions shall be assigned to a Contractor organization that justifies the position and selects the employee(s) to perform the work. All Contractor employees shall have an identified Contractor supervisor who is responsible for assignment of their work, assessment of their performance and resulting pay adjustments, and working conditions. The Contractor supervisor is responsible for interacting with the Government customer on the assignment of work, work expectations, and the level of performance provided by the Contractor

employees. All employees shall be routinely reminded that they work for the Contractor, not the Government, and be advised that they must not be supervised and controlled by Government customers employees on a continuing basis.

The services to be performed under this contract do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

It is the Contractor's, as well as the Government's, responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been, or may be, violated. Therefore, the Contractor shall notify the Contracting Officer in writing promptly, within 30 calendar days from the date of any incident or situation that the Contractor considers to constitute a violation of this Advance Understanding. The notice shall include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

The Contracting Officer will promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (1) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
- (2) Countermand any communication regarded as a violation,
- (3) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (4) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

The Contractor shall ensure, by appropriate management lines of authority within the contract organization, that no personal services situations occur.

p. Contract Phase-In

The Contractor agrees to absorb all costs associated with contract phase-in beginning with the date of award through completion of the phase-in. The Contractor shall meet with the Contracting Officer to plan for future activities, and submit a final detailed phase-in plan to the Contracting Officer within thirty (30) days after contract award. All phase-in activities must be completed within thirty (30) days after plan approval.

q. Inherently Governmental Functions

This contract shall not be used for the performance of inherently governmental functions as described in FAR Subpart 7.5.

r. Conduct of Investigations to Meet Designated Security Level Requirements

The Contractor shall comply with the requirements of Article H INFORMATION

TECHNOLOGY SYSTEM SECURITY SPECIFICATIONS and the stated requirements for the applicable Position Sensitivity Designations. If the Contractor determines that any personnel working on this contract requires a Background Investigation (BI), National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), and/or Limited Background Investigation (LBI), written authorization from the Contracting Officer shall be obtained prior to initiating any action or incurring any costs.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, dated July 2007, attached hereto and made a part of this Solicitation (See SECTION J - List of Attachments).

ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format. In addition, one (1) hardcopy of each report shall be submitted to the Contracting Officer, unless otherwise specified.

a. Technical Progress Reports

1. The Contractor shall prepare and submit the following technical reports in the manner stated below:

- (1) Contractor Goals and Objectives Statement - annual, draft submitted two weeks prior to the start of the evaluation period (October 1 of each contract year) and a revised document within two weeks of the Board meeting.

- (2) Contract Performance Status Report - annual, within 14 calendar days after the end of each contract year (September 25th).

- (3) Technical Reports

- (a) The Contractor shall submit to the Project Officer on a quarterly basis a statistical report which tracks the number of acquisitions, de-acquisitions, reference services provided, circulation, document delivery, interlibrary loans, cataloging, binding, number of web site hits, number of visits to the physical library, total patron assists, and other services provided, as appropriate. This report should provide data on turn-around times outlined in the QASP.

- (b) Other summary reports may be required, from time-to-time, subject to the discretion of the Project Officer and Contracting Officer.

- (c) Two copies of the reports in (a) and (b) above shall be sent to the Contracting Officer and the Project Officer whose address is shown in Paragraph d. below.

- (4) Annual/Final Technical Reports

- (a) The contractor shall submit an Annual Technical Report documenting and summarizing the results of the Contractor's efforts for each year of the contract. The reports shall comprehensively explain the work performed. These reports shall also contain, as a portion thereof, a brief summary (not to exceed 500 words) of the salient results to date. Such reports are due as follows:

Report	Period Covered	Due Date
1st	09/26/08 - 09/25/09	10/25/09 (Annual Report)
2nd	09/26/09 - 09/25/10	10/25/10 (Annual Report)
3rd	09/26/10 - 09/25/11	10/25/11 (Annual Report)
4th	09/26/11 - 09/25/12	10/25/12 (Annual Report)

5th	09/26/12 - 09/25/13	9/25/13 (Final Report unless option year is exercised, then annual report due 10/25/2013)
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Option Years:

6th	09/26/13 - 09/25/14	10/25/14 (Annual Report)
7th	09/26/14 - 09/25/15	10/25/15 (Annual Report)
8th	09/26/15 - 09/25/16	10/25/16 (Annual Report)
9th	09/26/16 - 09/25/17	10/25/17 (Annual Report)
10th	09/26/17 - 09/25/18	9/25/18 (Final Report)

(b) The Contractor shall submit a final report which includes a summation of the work performed and results obtained for the entire contract period of performance. This report shall comprehensively describe the results achieved. An annual report will not be required for the period when the final report is due. The final report is due on September 25, 2013 unless the Government exercises each one year option, at which time the final report shall become due on September 25, 2018.

(c) Twenty (20) copies of both the annual and/or final reports shall be submitted to the Contracting Officer and Project Officer whose addresses are shown in Paragraph d. below.

b. The Contractor shall prepare and submit the following business reports in the manner stated below:

(1) Annual Level of Effort Summary

Within thirty (30) calendar days following the end of each annual contract period, the Contractor shall submit a report to the Contracting Officer summarizing the effort expended during said previous yearly period. The effort categories shall be reported in terms of years and the labor disciplines shall correspond with those appearing in the present F.3. LEVEL OF EFFORT of this contract. The first such report shall encompass the time frame from contract award through September 25, 2009. The final level of effort report is due at the time of submission of the Final Technical Report. Annual Reports shall be due within thirty (30) days after the end of each contract year. The final level of effort report is due at the time of submission of the Final Technical Report.

c. The Contractor shall prepare and submit the following budgetary and financial reports in the manner stated below:

(1) Monthly financial/management reports shall be maintained for each cost center. The specific line items to be included therein will be determined by the Contracting Officer and Project Officer at a later date.

(2) Within thirty (30) calendar days following contract award, the Contractor shall submit to the Contracting Officer for approval, a detailed operating budget and capital equipment list covering the first contract year in accordance with the format and content to be determined by the Contracting Officer and Project Officer.

(3) By June 1 of each contract year, the Contractor shall prepare and furnish to the Project Officer and Contracting Officer, an updated, detailed budget of projected expenditures for the next contract year. Such budgets shall follow the format and format acceptable to the Project Officer and Contracting Officer, and will serve as a basis for the additional allocation of funds under this contract, pursuant to the referenced clause entitled "LIMITATION OF FUNDS". All such budgets shall be subject to the approval of the Contracting Officer and Project Officer.

(4) Contract Year Estimate-at-Completion

The Contractor shall provide reports setting forth its "estimate-to-complete" the contract year: (a) within fifteen (15) working days after the end of the first six-month period of each contract year; and, (b) at least 180 calendar days prior to the expiration of each contract year (concurrent with the annual

budget submission as per c. immediately above). The report shall provide a breakdown following the format of the financial/budget cost status report, and shall set forth the costs to date and the estimated costs to be incurred for the remainder of the contract year.

(5) Table of Employee Distribution (T.E.D.)

Within thirty (30) calendar days following contract award, the Contractor shall submit to the Contracting Officer, a table showing distribution/organization of all employees, their present grade/step, salary, and date of eligibility for next increase. The Government will review and furnish approval and/or comments about the T.E.D. Thereafter, the report shall be submitted on a quarterly basis. Any changes to the T.E.D. shall be coordinated with, and approved by, the Contracting Officer and Project Officer.

(6) List of Business Interests

Within thirty (30) calendar days after contract award, the Contractor shall furnish a complete listing of all businesses in which it has an interest, including but not limited to, affiliates and subsidiaries. The Contractor shall update the list as variances in business interests occur and furnish one (1) copy to the Contracting Officer.

(7) Annual Capital Equipment List

A draft listing of Capital Equipment requirements for the next Contract year will be provided to the Project Officer and Contracting Officer by March 1 of each Contract year; a final, prioritized Capital Equipment requirements will be provided by June 1 of each Contract year with the annual operating budget. Other Capital Equipment requirements will be as set forth in ARTICLE G.7.

(8) Miscellaneous

The Contractor shall submit such other reports, in the time frames specified, pertaining to the contract effort as requested by the Contracting Officer or his duly authorized representatives.

All reports must be submitted to the Contracting Officer. Unless specified, format content, number of copies and distribution shall be determined by the Contracting Officer.

The Contracting Officer is the only person having authority to request special data or special reports in addition to those specifically identified in the contract. Therefore, requests for data or report submissions, unless approved by the Contracting Officer shall not be fulfilled by the Contractor. FAILURE TO ADHERE TO THIS REQUIREMENT SHALL CONSTITUTE A NEGATIVE EVENT UNDER THE PERFORMANCE BASED AWARD FEE EVALUATION SYSTEM.

d. Unless otherwise specified, submissions shall be directed to the Contracting Officer or Project Officer as indicated above to the following addresses:

Mr. Don Wheatley
Chief Contracting Officer
NCI-Frederick
Building 427, Room 10
Frederick, Maryland 21702-1201

Project Officer
NCI-Frederick
Building 427
Frederick, Maryland 21702-1201

2. Summary of Salient Results

The Contractor will be required to prepare and submit, with the final report, a summary (not to exceed 500 words) of salient results achieved during the performance of the contract. This report will be required on or before the expiration date of the contract.

b. Other Reports/Deliverables

1. Source Code and Object Code

Unless otherwise specified herein, the Contractor shall deliver to the Government, upon the expiration date of the contract, all source code and object code developed, modified, and/or enhanced under this contract.

SECTION D - PACKAGING, MARKING AND SHIPPING

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at:
Office of Scientific Operations
NCI-Frederick
Building 427
Frederick, MD 21702-1201

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause 52.246-5, Inspection of Services - Cost-Reimbursement (April 1984).

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The period of performance of this contract shall be from September 26, 2008 through September 25, 2013.
- b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this contract, the period of performance will be increased as listed below:

Option	Option Period
Year 6	September 26, 2013 - September 25, 2014
Year 7	September 26, 2014 - September 25, 2015
Year 8	September 26, 2015 - September 25, 2016
Year 9	September 26, 2016 - September 25, 2017
Year 10	September 26, 2017 - September 25, 2018

ARTICLE F.2. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in the Statement of Work Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in the REPORTING REQUIREMENTS Article in SECTION C of this contract. will be required to be delivered F.o.b. Destination as set forth in FAR 52.247-35, F.o.b. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below [and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of this contract]:

Item	Description	Quantity	Delivery Schedule
(1)	Contractor Goals & Objectives Statement	Two (2)	Draft - Two (2) weeks prior to start of evaluation period Revised - Within two (2) weeks of Board meeting
(2)	Contract Performance Status Report	Two (2)	Within fourteen (14) calendar days after the end of each contract year
(3)	Statistical Report	Two (2)	Quarterly
(4)	Annual Report	Twenty (20)	Annual
(5)	Final Report	Twenty (20)	Upon contract completion
(6)	Level of Effort Summary	Two (2)	Within thirty (30) days after the end of each contract year
(7)	Budget	Two (2)	By June 1st of each contract year
(8)	Contract Year Estimate-at Completion	Two (2)	(a) Within fifteen (15) working days after the end of the first six-month period of each contract year and (b) at least 180 calendar days prior to the

			expiration of each contract year
(9)	Table of Employee Distribution	Two (2)	Quarterly
(10)	Annual Capital Equipment List	Two (2)	By June 1st of each contract year
(11)	Contract Phase-In Plan	Two (2)	Within thirty (30) days of contract award

b. The above items shall be addressed and delivered to:

Addressee	Deliverable Item No	Quantity
Project Officer	1-11	See above
Contracting Officer	1-11	See above

ARTICLE F.3. LEVEL OF EFFORT

a. During the period of performance of this contract, the Contractor shall provide ____ direct labor Years . The labor Years Exclude vacation, holiday, and sick leave. These labor Years Exclude subcontractor labor Years . It is estimated that the labor Years are constituted as specified below and will be expended approximately as follows:

Labor YEARS

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
Professional					
Other Professional					
Support					
Totals					

Labor Category	Year 6	Year 7	Year 8	Year 9	Year 10
Professional					
Other Professional					
Support					
Totals					

ARTICLE F.4. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/comp/far/index.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:
52.242-15, Stop Work Order (August 1989) with **Alternate I** (April 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

To be specified prior to award.

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. CONTRACTING OFFICER

The Contracting Officer acts exclusively as the agent of the Government. Only the Contracting Officer has authority to:

- a. Direct or negotiate any changes in the Statement of Work.
- b. Modify or extend the period of performance.
- c. Change the delivery schedule.
- d. Authorize reimbursement to the Contractor any costs incurred during the performance of this contract.
- e. Otherwise change any terms and conditions of this contract.

ARTICLE G.3. KEY PERSONNEL, HHSAR 352.270-5 (January 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

The following individual(s) is/are considered to be essential to the work being performed hereunder:

Name	Title

ARTICLE G.4. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

- a. Invoice/Financing Request Instructions and Contract Financial Reporting for NIH Cost-Reimbursement Type Contracts NIH(RC)-4 are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

1. Payment requests shall be submitted as follows:

- a. One original to the following designated billing office:
National Institutes of Health
Office of Financial Management
Commercial Accounts
2115 East Jefferson Street, Room 4B-432, MSC 8500
Bethesda, MD 20892-8500
- b. One copy to the following approving official:
Contracting Officer
Management Operations and Support Branch
National Cancer Institute - Frederick
Building 427 Room 10
Frederick, MD 21702- 1201

2. In addition to the requirements specified in FAR Subpart 32.9 for a proper invoice, the Contractor shall include the following information on all payment requests:

- a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is NCI Office of Acquisitions .
- b. Central Point of Distribution. For the purpose of this contract, the Central Point of Distribution is NCI Branch D Invoices .
- c. Vendor Identification Number. This is the 7 digit number that appears after the Contractor's name in Block 7 of Standard Form 26. *[Note: This only applies to new contracts awarded on/after June 4, 2007, and any existing contract modified to include the number.]*
- d. DUNS number or DUNS+4 that identifies the Contractor's name and address exactly as stated on the face page of the contract.
- e. Identification of whether payment is to be made using a two-way or three-way match. This contract requires a Two-Way match.

- b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) - 496-6088.

ARTICLE G.5. INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 (d)(2), Allowable Cost and Payment incorporated by reference in this contract in PART II, SECTION I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Financial Advisory Services
Office of Acquisition Management and Policy
National Institutes of Health
6100 Building, Room 6B05
6100 EXECUTIVE BLVD MSC-7540
BETHESDA MD 20892-7540

These rates are hereby incorporated without further action of the Contracting Officer.

ARTICLE G.6. GOVERNMENT PROPERTY

If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the HHS Publication, entitled, "Contractor's Guide for Control of Government Property," which can be found at:

<http://knownet.hhs.gov/log/AgencyPolicy/HHSLogPolicy/contractorsguide.htm>.

The Property Administrator for this Contract is Mr. Donald L. Harne who is located in Building 427, Room 14, NCI-Frederick.

ARTICLE G.7. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluation(s) shall be submitted periodically as needed. [Insert Dates].

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

<http://oamp.od.nih.gov/OD/CPS/cps.asp>

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

ARTICLE G.8. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) FOR INTELLECTUAL PROPERTY

The Contracting Officer's Technical Representatives (COTRs) for review and approval of intellectual property are:

Thomas M. Stackhouse Ph.D.
Associate Chief for Frederick Operations
Technology Transfer Branch
Fairview Center 1003
West 7th Street, Suite 500
Frederick, Maryland 21701
Telephone: 301-846-5071

Jeffrey Thomas, Ph.D.
Senior Advisor
Technology Transfer Branch
Fairview Center 1003
West 7th Street, Suite 500

Frederick, Maryland 21701
Telephone: 301-846-5088

ARTICLE G.9. "AUTHORITY HAVING JURISDICTION" FOR FIRE PROTECTION ISSUES

The "Authority Having Jurisdiction" for fire protection issues is:

Mr. Gary R. Happel
Civil Engineer
Management Operations & Support Branch (MOSB)
Building 427, Room 30
NCI-Frederick
Frederick, Maryland 21702
Telephone: 301-846-1102

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. NEEDLE EXCHANGE

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b.

Public Law and Section No.	Fiscal Year	Period Covered
[applicable information to be included at award]		

ARTICLE H.2. PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

b.

Public Law and Section No.	Fiscal Year	Period Covered
[applicable information to be included at award]		

ARTICLE H.3. ANTI -LOBBYING

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall only be used for normal and recognized executive-legislative relationships. Contract funds shall not be used, for publicity or propaganda purposes; or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

c.

Public Law and Section No.	Fiscal Year	Period Covered
[applicable information to be included at award]		

ARTICLE H.4. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to support activities that promote the legalization of any drug or other substance included in schedule I of the schedules of controlled

substances established by section 202 of the Controlled Substances Act (21 U.S.C. 812). This limitation shall not apply when the contractor makes known to the contracting officer that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

b.

Public Law and Section No.	Fiscal Year	Period Covered
[applicable information to be included at award]		

ARTICLE H.5. PRIVACY ACT, HHSAR 352.270-12 (January 2006)

This contract requires the Contractor to perform one or more of the following: (a) Design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations. The term "system of records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)). The Contractor shall ensure that each of its employees knows the prescribed rules of conduct and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as HHS employees. These provisions also apply to all subcontracts awarded under this contract which require the design, development or operation of the designated system(s) of records (5 U.S.C. 552a(m)(1)).

The contract work statement: (a) Identifies the system(s) of records and the design, development, or operation work to be performed by the Contractor; and (b) specifies the disposition to be made of such records upon completion of contract performance.

(End of clause)

45 CFR Part 5b contains additional information which includes the rules of conduct and other Privacy Act requirements and can be found at: http://www.access.gpo.gov/nara/cfr/waisidx_06/45cfr5b_06.html.

The Privacy Act System of Records applicable to this project is Number 95-25-0005. This document is incorporated into this contract as an Attachment in SECTION J of this contract. This document is also available at: <http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm>.

ARTICLE H.6. OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Project Officer and the Contracting Officer has issued written approval to proceed.

ARTICLE H.7. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.3., the contract will consist only of the Base Period of the Statement of Work as defined in Sections C and F of the contract. Pursuant to FAR Clause 52.217-9, Option to Extend the Term of the Contract set forth in ARTICLE I.3. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform additional options set forth in the Statement of Work and also defined in Sections C and F of the contract. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract, and the estimated cost [plus fixed fee] of the contract will be increased as set forth in the ESTIMATED COST PLUS PERFORMANCE BASED AWARD FEE Article in SECTION B of this contract.

ARTICLE H.8. INFORMATION SECURITY

The Statement of Work (SOW) requires the contractor to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and HHS Information Security Program Policies, the contractor and any subcontractor performing under this contract shall comply with the following requirements: Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/policies/FISMA-final.pdf>

a. Information Type

☒ Administrative, Management and Support Information

Public Affairs

Customers Services

Official Information Dissemination

☐ Mission Based Information

b. Security Categories and Levels

Confidentiality Level: ☒ Low ☐ Moderate ☐ High

Integrity Level: ☒ Low ☐ Moderate ☐ High

Availability Level: ☒ Low ☐ Moderate ☐ High

Overall Level: ☒ Low ☐ Moderate ☐ High

c. Position Sensitivity Designations

- The following position sensitivity designations and associated clearance and investigation requirements apply under this contract.

☐ **Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI).** Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI)

☐ **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI).** Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

☒ **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).** Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

- The contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a Federal information system(s). The roster shall be submitted to the Project Officer, with a copy to the Contracting Officer, within 14 calendar days of the effective date of the contract. Any revisions to the roster as a result of staffing changes shall be submitted within 15 calendar days of the change. The Contracting Officer shall notify the contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at: <http://ais.nci.nih.gov/forms/Suitability-roster.xls>.

Upon receipt of the Government's notification of applicable Suitability Investigations required, the contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: <http://ais.nci.nih.gov>.

Contractor/subcontractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

3. Contractor/subcontractor employees shall comply with the HHS criteria for the assigned position sensitivity designations prior to performing any work under this contract. The following exceptions apply:
 Levels 5 and 1: Contractor/subcontractor employees may begin work under the contract after the contractor has submitted the name, position and responsibility of the employee to the Project Officer, as described in paragraph c. (2) above.
 Level 6: In special circumstances the Project Officer may request a waiver of the pre-appointment investigation. If the waiver is granted, the Project Officer will provide written authorization for the contractor/subcontractor employee to work under the contract.

d. Information Security Training

The contractor shall ensure that each contractor/subcontractor employee has completed the NIH Computer Security Awareness Training course at: <http://irtsectraining.nih.gov/> prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract.

The contractor shall maintain a listing by name and title of each contractor/subcontractor employee working under this contract that has completed the NIH required training. Any additional security training completed by contractor/subcontractor staff shall be included on this listing. [The listing of completed training shall be included in the first technical progress report. (See Article C.2. Reporting Requirements.) Any revisions to this listing as a result of staffing changes shall be submitted with next required technical progress report.]

Contractor/subcontractor staff shall complete the following additional training prior to performing any work under this contract:

e. Rules of Behavior

The contractor/subcontractor employees shall comply with the NIH Information Technology General Rules of Behavior at: <http://irm.cit.nih.gov/security/nihitrob.html>.

f. Personnel Security Responsibilities

Contractor Notification of New and Departing Employees Requiring Background Investigations

1. The contractor shall notify the Contracting Officer, the Project Officer, and the Security Investigation Reviewer **within five working days** before a new employee assumes a position that requires a suitability determination or when an employee with a security clearance stops working under the contract. The government will initiate a background investigation on new employees requiring security clearances and will stop pending background investigations for employees that no longer work under the contract.
2. New employees: Provide the name, position title, e-mail address, and phone number of the new employee. Provide the name, position title and suitability level held by the former incumbent. If the employee is filling a new position, provide a description of the position and the government will determine the appropriate security level.
3. Departing employees:
 - Provide the name, position title, and security clearance level held by or pending for the individual.
 - Perform and document the actions identified in the "Employee Separation Checklist", attached in Section J, ATTACHMENTS of this contract, when a contractor/subcontractor employee terminates

work under this contract. All documentation shall be made available to the Project Officer and/or Contracting Officer upon request.

g. Commitment to Protect Non-Public Departmental Information Systems and Data

1. Contractor Agreement

The Contractor and its subcontractors performing under this SOW shall not release, publish, or disclose non-public Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
- Public Law 96-511 (Paperwork Reduction Act)

2. Contractor-Employee Non-Disclosure Agreements

Each contractor/subcontractor employee who may have access to non-public Department information under this contract shall complete the Commitment to Protect Non-Public Information - Contractor Agreement. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer prior to performing any work under the contract.

ARTICLE H.9. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.270-19(b) (January 2006)

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by Public Law 105-220 under Title IV (Rehabilitation Act Amendments of 1998), all Electronic and Information Technology (EIT) developed, procured, maintained, and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. The complete text of Section 508 Final Standards can be accessed at <http://www.access-board.gov/sec508/standards.htm>.

Vendors may document conformance using industry-standard Voluntary Product Accessibility Template at http://www.itic.org/archives/articles/20040506/faq_voluntary_product_accessibility_template_vpat.php. Vendors should provide detailed information necessary for determining compliance, including defined contractor-incidental exceptions.

ARTICLE H.10. ENERGY STAR REQUIREMENTS

Executive Order 13123, "Greening the Government Through Efficient Energy Management" and FAR 23.203 require that when Federal Agencies acquire energy using products, they select, where life-cycle cost-effective, and available, ENERGY STAR® or other energy efficient products.

Unless the Contracting Officer determines otherwise, all energy-using products acquired under this contract must be either an ENERGY STAR® or other energy efficient product designated by the Department of Energy's Federal Energy Management Program (FEMP).

For more information about ENERGY STAR® see <http://www.energystar.gov/>

For more information about FEMP see <http://www.eere.energy.gov/>

ARTICLE H.11. ACCESS TO NATIONAL INSTITUTES OF HEALTH (NIH) ELECTRONIC MAIL

All Contractor staff that have access to and use of NIH electronic mail (e-mail) must identify themselves as contractors on all outgoing e-mail messages, including those that are sent in reply or are forwarded to another user. To best comply with this requirement, the contractor staff shall set up an e-mail signature ("AutoSignature") or an electronic

business card ("V-card") on each contractor employee's computer system and/or Personal Digital Assistant (PDA) that will automatically display "Contractor" in the signature area of all e-mails sent.

ARTICLE H.12. CONFIDENTIALITY OF INFORMATION

The following information is covered by **HHSAR 352.224-70, Confidentiality of Information** (January 2006):

ARTICLE H.13. PUBLICATION AND PUBLICITY

In addition to the requirements set forth in HHSAR Clause **352.270-6, Publications and Publicity** incorporated by reference in SECTION I of this contract, the contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Cancer Institute, National Institutes of Health, Department of Health and Human Services, under Contract No. _____"

ARTICLE H.14. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

ARTICLE H.15. YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

1. Service Involving the Use of Information Technology

YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

2. Noncommercial Supply Items Warranty

YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS

The contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g., hardware, software

and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

(End of Clause)

3. Commercial Supply Products Warranty

YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

(End of Clause)

ARTICLE H.16. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic.

Public accommodations that meet the requirements can be accessed at: <http://www.usfa.fema.gov/hotel/index.htm>.

ARTICLE H.17. AUTHORITIES AND RESPONSIBILITIES OF THE PRINCIPAL PARTIES TO THIS CONTRACT

The contract principal parties are as follows:

- a. Project Officer
- b. Assistant Project Officer
- c. Contractor
- d Contracting Officer
- e. Property Administrator
- f. Contracting Officer's Technical Representative (COTR) for Intellectual Property
- g. "Authority Having Jurisdiction" for Fire Protection Issues

None of the subsequent statements diminish the authorities and responsibilities reserved by law, regulation and/or Executive Order, to the Contracting Officer.

a. Project Officer

- (1) Serves as the senior technical point of contact in residence at NCI-Frederick.
- (2) Is responsible for establishing requirements (Statement of Work).
- (3) Delegates responsibilities to the Assistant Project Officer(s) as necessary.
- (4) Coordinates space management at the NCI-Frederick.
- (5) Monitors the utilization of Contractor resources and their allocation in accordance with NCI priorities, and assists in the resolution of differences among ICDs' interests.
- (6) Together with the Contracting Officer, prepares appropriate Performance-Based Award Fee Plan.
- (7) Monitors the Contractor's technical progress and reports significant performance deficiencies to the CO.
- (8) Performs technical inspections and acceptances, as required.

b. Assistant Project Officer

As assigned by the Project Officer:

- (1) Is responsible for the day-to-day oversight of contractor performance
- (2) Contributes to establishing requirements for the statement of work
- (3) Assists the Project Officer with space management activities at the NCI-Frederick
- (4) Supports the Project Officer in monitoring the Contractor's use and allocations of resources to meet NCI priorities
- (5) Provides input to the Project Officer in the development of the Performance Based Award Fee Plan
- (6) Monitors the Contractor's technical progress and reports significant performance deficiencies to the Project Officer, and
- (7) Performs technical inspections and acceptances as required and reports findings to the Project Officer.

c. Contractor

- (1) Accomplishes contract work statement in accordance with the terms and conditions of the contract.
- (2) Communicates with the Project Officer concerning technical/scientific matters.
- (3) Directs to the Contracting Officer all non-technical/scientific matters requiring interface with the U.S. Army, other Contractors, or with NCI/NIH personnel at NCI-Frederick, as well as all business management recommendations, etc. that will improve contract performance.
- (4) Directs to the Contracting Officer all business management matters.
- (5) Directs to the Contracting Officer all written communications requiring approval under the contract.

d. Contracting Officer

- (1) Serves as exclusive agent for negotiation, award and administration for all contract and intra/interagency matters between NCI, the Contractor, the U.S. Army, and other Government entities as necessary, in accordance with the Federal Acquisition Regulations.
- (2) Is solely responsible for obtaining legal input related to the contract and intra/interagency agreements.

(3) Acquires cost data and cost analysis information associated with this contract, and any intra/interagency agreements.

(4) Is the exclusive authority for all business matters, to include all overhead matters.

e. Property Administrator

(1) Administers the contract requirements and obligations related to government property and is responsible for all property administration functions from acquisition of the property to final disposition.

(2) Coordinates property issues with the Project Officer and Contracting Officer.

(3) Reviews and approves the property control system and notifies the Contractor when the property control system does not meet DHHS requirements.

f. Contracting Officer's Technical Representative (COTR) for Intellectual Property

Subject to the terms and conditions of this contract, the COTR(s) review and approves/disapproves issues associated with intellectual property including unmodified and modified Material Transfer Agreements (MTAs), Simple Letter Agreements for Material Transfer, Confidential Disclosure Agreements (CDAs), and Uniform Biological Materials Transfer Agreements (UBMTAs), and Materials-CRADAs (M-CRADAs). Additionally, only Dr. Stackhouse shall review and approve CRADAs as provided for in this contract. See ARTICLE under Section G.

g. "Authority Having Jurisdiction" for Fire Protection Issues

The "Authority Having Jurisdiction" for fire protection issues has the authority and responsibility for fire protection issues, code compliance and interpretation thereof for the NCI-Frederick. Any questions, clarifications, or interpretation of applicable codes that are required in the performance of this contract shall be addressed to "Authority Having Jurisdiction" for fire protection issues set forth in ARTICLE under Section G.

ARTICLE H.18. CONTINUITY OF SERVICES

a. In recognition of the fact that the functions covered under this contract are in support of NCI programs, and require uninterrupted performance; that upon expiration of this contract, the services hereunder shall be provided by a successor Contractor and any successor will require phase-in training; that the retention of personnel experienced in the work covered hereunder by any successor is important to the Government; and that a successor's ability to retain such personnel may be significantly enhanced if such personnel can remain without unreasonable loss of earned fringe benefits; the Contractor agrees as follows:

(1) To provide the necessary resources to complete those work items commenced during the period of this contract or any renewal thereof, which would not otherwise have been completed within such a period;

(2) To provide phase-in, phase-out services for a period not less than ninety (90) days, commencing the day after expiration of the contract, to the extent required by the Government, and expeditiously negotiate an equitable adjustment to the estimated cost of the contract for such services, to be provided by continuing the assignment of qualified personnel then currently assigned to the contract.

(3) To transfer to any successor Contractor(s) all accrued employment benefits, both vested and nonvested, and, where applicable, the funds accrued for those benefits and any personnel data for those incumbent employees who become employees of the successor Contractor. This transfer shall include, but not necessarily be limited to, all accrued sick leave, vacation, pension benefits, and other employee-related benefits and data as may be required to provide for the uninterrupted accrual and administration of the employees' personnel and fringe benefits program. Specifically, the Contractor shall transfer funds to the successor Contractor(s) in an amount equal to the dollar value of the accrued vacation liability assumed by the successor Contractor(s).

b. Within fifteen (15) days after contract award by the Government to a successor Contractor, the Contractor shall jointly prepare with said successor a mutually agreeable plan for phase-in, phase-out operations. This plan shall set forth in detail the training program for the successor with a proposed date by which the successor will assume responsibility for work performance. Prior to said date the contractor shall retain full responsibility for work performed. Upon request, this plan shall be submitted to the Contracting Officer for approval.

ARTICLE H.19. INTERFACE WITH OTHER NCI-FREDERICK CONTRACTORS AND THE GOVERNMENT

- a. The Contracting Officer shall be the focal point for all interface matters concerning the NCI-Frederick. This includes interface between Contractors, and between Contractors and the Government, both individually and collectively.
- b. All Contractor employees for each Contractor shall, in all communications (both internal and external to NCI-Frederick), include as a part of his/her title, the name of his/her employer. This requirement covers all dissemination and/or publication of information, in written or oral form, generated in part or in whole, as a result of funds expended in support of this contract. Regardless of the source of funds, all individuals employed under this contract who purport to represent their affiliation with the NCI-Frederick, must also include the name of their employer as part of that representation.
- c. The Contractor agrees to have its Project Manager, and other staff as appropriate, participate in meetings/conferences called by the Contracting Officer or Project Officer, NCI-Frederick. It is understood that there may be some meetings/conferences which may take place at locations other than the NCI-Frederick.
- d. It is anticipated that Policies and Procedures involving interface between contract areas will be formulated through discussions with the various NCI-Frederick Contractors and intramural laboratories, as appropriate. All new or revised proposed Policies and Procedures shall be prepared and submitted by the OTS Contractor as directed by the Contracting Officer. Final approval of Policies and Procedures shall be by the Contracting Officer.
- e. Within 15 days after contract award, any new contractor shall provide the contracting officer its plans and procedures for ensuring smooth transition of all NCI-Frederick employee payrolls, health benefits, pension plans, etc.

ARTICLE H.20. POLICY AND PROCEDURE (P&P)

The Contractor shall adhere to the NCI-Frederick Policy and Procedure Manual which is incorporated herein by reference and made a part hereof. It shall be modified/updated as current requirements and trends dictate. Copies of all current P&Ps are available from the Contracting Officer. In the event of any contradiction/conflict between the NCI-Frederick Policy and Procedure Manual and the terms and conditions of this contract, the contract shall prevail.

ARTICLE H.21. OBSERVANCE OF FORT DETRICK REGULATIONS

Due to the fact the NCI-Frederick is located adjacent to Fort Detrick, the Contractor and its employees shall observe the rules and regulations as prescribed by the authorities of that installation. In the event the Contractor deems such rules and regulations to be not applicable or inappropriate, written relief or deviation thereto shall be requested from the Contracting Officer. The Contractor is reminded that the DOD Police have official arresting authority.

ARTICLE H.22. UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL

The Contractor will not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer, or the Project Officer(s)/Assistant Project Officer(s), acting within the limits of their authority as set forth in ARTICLE H.17. of this contract.

ARTICLE H.23. CONTRACT FEE DESIGNATION

The parties agree that any references throughout the contract to "fixed-fee" appearing in the General and Additional Provisions may also be interpreted to mean "performance-based award fee" for the purposes of this contract, if applicable.

ARTICLE H.24. SCIENTIFIC COLLABORATION

The Contractor shall make every effort to promote collaboration between and among all scientific activities at the NCI-Frederick. This includes the sharing of research objectives, research results, and all research resources at their disposal; to include labor, materials and supplies, equipment, experimental media, and non-scientific support services. These initiatives should take place between individuals at all levels of the organization. In the event such collaboration shall require research resources not presently available at the NCI-Frederick, the subject shall be brought to the

attention of the respective contract Principal Investigator or appropriate Government supervisor, who shall then meet with the Project Officer and Contracting Officer to resolve the matter.

ARTICLE H.25. PERFORMANCE-BASED INCENTIVE FEE PLAN

a. Development of Plan

(1) The parties agree to augment the Performance-Based Award Fee Plan to include specific projects or discrete contract tasks (incentive fee components) and associated incentive fees which may be earned by the Contractor for each component. The Performance-Based Award Fee Plan may be modified prior to each contract year and at such other times as the Government deems appropriate. Incentive fees are designed to maximize Contractor performance in such areas as cost and/or operating efficiency; environment, safety and health; new business development; technology transfer; technical performance; or any other areas of contract performance which are appropriate for the payment of incentive fees. Incentive fee components may involve contract performance for any defined period of time within the term of this contract. Each incentive fee component includes a description of the incentive fee available, and the period of contract performance during which the incentive fee may be earned.

(2) Prior to the beginning of each contract year, or at such other times as the parties deem appropriate, the parties will propose changes to the Performance-Based Award Fee Plan and enter into good faith negotiations with the Contracting Officer for the purpose of determining the amount of incentive fee to be identified from the available fee pool for each existing, new, or revised incentive fee component. The Contractor is encouraged to propose projects or tasks which it feels may be appropriate for the payment of incentive fees. If the parties are not able to agree upon an incentive fee for an incentive fee component, the Contracting Officer shall unilaterally determine the amount of the available incentive fee for that component, which will not be subject to the clause of this contract entitled "Disputes". The Contracting Officer shall modify the Performance-Based Award Fee Plan in this contract to reflect the revised incentive fees.

(3) The Government reserves the right to unilaterally modify the Performance-Based Award Fee Plan at any time due to changes in program requirement or objectives or changes in the amount of funds available for contract performance. This modification shall be provided to the Contractor at least thirty (30) calendar days prior to the effective date of the change. In the event an equitable adjustment or other contract modification under any clause of this contract impacts an incentive fee component, the Contracting Officer shall, after considering all relevant circumstances, modify the Performance-Based Award Fee Plan to reflect the changed circumstances.

b. Determination of Incentive Fee Earned

(1) Upon completion of each incentive fee component, the Contractor shall submit an incentive fee statement to the Contracting Officer setting forth the incentive fee due, with appropriate justification and supporting information. The amount of incentive fee earned may be discussed in good faith negotiations. However, the Government shall unilaterally determine the incentive fee in accordance with the terms of this clause and the terms of the incentive fee component. The determination as to the amount of incentive fee earned shall not be subject to appeal under the "Disputes" clause of this contract or any other appeal clause.

(2) The Contractor shall be promptly advised in writing by the Contracting Officer of the performance-based incentive fee determination. In the event the Government determines the Contractor is not entitled to all or any portion of an incentive fee, the Contractor shall also be advised of the reasons why the incentive fee was not earned.

(3) The incentive fee determination shall be made no later than sixty (60) calendar days after completion of the performance period identified for each incentive fee component.

(4) Payment of incentive fees is subject to conditions and limitations imposed by law and the provisions of this contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING ARTICLE I.1. GENERAL CLAUSE LISTING(S) WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSE LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP:

The complete listing of these clauses may be accessed at:

<http://rcb.cancer.gov/rcb-internet/appl/general-clauses/clauses.jsp>

General Clauses for a Cost-Reimbursement Service Contract

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following substitution(s) will be made part of the resultant contract:

- a. **Alternate II** (April 1998) of FAR Clause **52.215-2, Audit and Records--Negotiation** (June 1999) is added.
- b. FAR Clauses **52.215-15, Pension Adjustments And Asset Reversions** (October 2004); **52.215-18, Reversion Or Adjustment Of Plans For Post Retirement Benefits (PRB) Other Than Pensions** (July 2005); and, **52.215-19, Notification Of Ownership Changes** (October 1997), are deleted in their entirety.
- c. **Alternate IV** (October 1997) of FAR Clause **52.215-21, Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data--Modifications** (October 1997) is added.
- d. FAR Clauses **52.219-9, Small Business Subcontracting Plan** (September 2006), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.
- e. FAR Clause **52.232-20, Limitation Of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation Of Funds** (April 1984) is substituted therefor. **[NOTE: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]**
- f. FAR Clause **52.232-33, Payment By Electronic Funds Transfer--Central Contractor Registration** (October 2003), is deleted in its entirety and FAR Clause **52.232-36, Payment By Third Party** (May 1999) is substituted therefor.
- g. **Alternate I**, (December 1991), of FAR Clause **52.233-1, Disputes** (December 1998) is added.

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, (unless otherwise noted), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

1. FAR Clause **52.204-9, Personal Identity Verification of Contractor Personnel** (November 2006).

2. FAR Clause **52.217-9, Option to Extend the Term of the Contract** (March 2000).

"(a) The Government may extend the term of this contract by written notice to the Contractor within 45 days (from receipt of preliminary notice); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension."

"(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 YEARS."

3. FAR Clause **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns** (July 2005).

"(c) Waiver of evaluation preference.....

[] Offeror elects to waive the evaluation preference."

4. FAR Clause **52.219-6, Notice of Total Small Business Set-Aside** (June 2003).

5. FAR Clause **52.219-14, Limitations on Subcontracting** (December 1996).

6. FAR Clause **52.222-4, Contract Work Hours and Safety Standards Act - Overtime Compensation - General** (July 2005).

7. FAR Clause **52.223-5, Pollution Prevention and Right-to-Know Information** (August 2003).

8. FAR Clause **52.223-10, Waste Reduction Program** (August 2000).

9. FAR Clause **52.224-1, Privacy Act Notification** (April 1984).

10. FAR Clause **52.224-2, Privacy Act** (April 1984).

11. FAR Clause **52.227-14, Rights in Data - General** (June 1987).

12. FAR Clause **52.228-5, Insurance - Work on a Government Installation** (January 1997).

13. FAR Clause **52.232-18, Availability of Funds** (April 1984).

14. FAR Clause **52.237-2, Protection of Government Buildings, Equipment and Vegetation** (April 1984).

15. FAR Clause **52.237-3, Continuity of Services** (January 1991).

16. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2001).

17. FAR Clause **52.245-19, Government Property Furnished "As Is"** (April 1984).

18. FAR Clause **52.246-23, Limitation of Liability** (February 1997).

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

1. HHSAR Clause **352.223-70, Safety and Health** (January 2006).

2. HHSAR Clause **352.224-70, Confidentiality of Information** (January 2006).

3. HHSAR Clause **352.270-1, Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities** (January 2001).

4. HHSAR Clause **352.270-12, Pro-Children Act of 1994** (January 2006).

5. HHSAR Clause **352.270-13, Tobacco-Free Facilities** (January 2006).

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clauses are attached and made a part of this contract:

1. **NIH (RC)-7, Procurement of Certain Equipment** (April 1984).

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses in full text.

FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) CLAUSES:

a. FAR Clause 52.222-39, Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (December 2004)

(a) Definition. As used in this clause --

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board

Division of Information

1099 14th Street, N.W.

Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts

in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 2021, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

Any contract awarded from this RFP will contain the following article:

ARTICLE I.6. SERVICE CONTRACT ACT

This contract is subject to the Service Contract Act of 1965, as amended. The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

- a. FAR Clause **52.222-41, Service Contract Act Of 1965**, as amended (July 2005).
- b. FAR Clause **52.222-42, Statement Of Equivalent Rates For Federal Hires** (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefit

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

The following documents are incorporated into this RFP:

SOLICITATION ATTACHMENTS

Attachment No.	Title	Location
Attachment 1:	Packaging and Delivery of Proposal (Non R & D)	PACKAGINGANDDELIVERYOFTHEPROPOSAL.pdf
Attachment 2:	Proposal Intent Response Sheet	http://rcb.cancer.gov/rcb-internet/forms/intent.jsp
Attachment 3:	Proposal Intent Response Sheet	http://rcb.cancer.gov/rcb-internet/forms/intent.pdf
Attachment 4:	Statement of Work	LibrarySTATEMENTOFWORKforRFP.pdf
Attachment 5:	Performance Based Evaluation Plan	LibraryPerformanceBasedEvaluationPlanSep2008.pdf
Attachment 6:	Pricing Sheets	LibraryPricingSheets.pdf

TECHNICAL PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 7:	Summary of Related Activities	http://www.niaid.nih.gov/contract/forms.htm
Attachment 8:	Government Notice for Handling Proposals	http://www.niaid.nih.gov/contract/forms/form7.pdf

BUSINESS PROPOSAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 9:	Proposal Summary and Data Record, NIH-2043	http://www.niaid.nih.gov/contract/forms.htm
Attachment 10:	Breakdown of Proposed Estimated Costs (plus fee) w/Excel Spreadsheet	http://oamp.od.nih.gov/contracts/BUSCOST.HTM http://oamp.od.nih.gov/Division/DFAS/spshexcl.xls
Attachment 11:	Wage Rate Determination	http://rcb.cancer.gov/rcb-internet/forms/WR-DC-5-23-2005(94-2103).pdf http://rcb.cancer.gov/rcb-internet/forms/WR-Balt-5-23-2005(94-2247).pdf
Attachment 12:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf

INFORMATIONAL ATTACHMENTS

Attachment No.	Title	Location
Attachment 13:	Invoice/Financing Request Instructions-CR-NIH(RC)-1	http://rcb.cancer.gov/rcb-internet/forms/rc1.pdf
Attachment 14:	Privacy Act System of Records	http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm

Attachment 15:	Safety and Health, HHSAR Clause 352.223-70	http://rcb.cancer.gov/rcb-internet.nci.nih.gov/forms/safety&health-1-06.pdf
Attachment 16:	Procurement of Certain Equipment, NIH(RC)-7	http://www.niaid.nih.gov/contract/forms/NIH-RC-7.pdf
Attachment 17:	Government Property Schedule	LibraryEquipmentForRFP.pdf
Attachment 18:	Disclosure of Lobbying Activities, OMB Form SF-LLL	http://rcb.cancer.gov/rcb-internet/forms/sflllin.pdf
Attachment 19:	Commitment to Protect Non-Public Information Contractor Agreement	http://irm.cit.nih.gov/security/Nondisclosure.pdf
Attachment 20:	Roster of Employees Requiring Suitability Investigations	http://ais.nci.nih.gov/forms/Suitability-roster.xls
Attachment 21:	Employee Separation Checklist	http://rcb.cancer.gov/rcb-internet/forms/Emp-sep-checklist.pdf

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST :

1. Go to the Online Representations and Certifications Application (ORCA) at: <https://orca.bpn.gov/> and complete the Representations and Certifications; and
2. Complete, and include as part of your BUSINESS PROPOSAL, SECTION K which can be accessed electronically from the INTERNET at the following address:
<http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf>

If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. **INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION** [FAR Provision 52.215-1 (January 2006)]

(a) *Definitions. As used in this provision--*

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing", "writing", or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) *Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).*

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) *Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.*

(2) *The first page of the proposal must show--*

(i) *The solicitation number;*

(ii) *The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);*

(iii) *A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;*

(iv) *Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and*

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data.

(1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following statements, specifying the particular portions of the proposal which are to be restricted:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

(2) In addition, the offeror must mark each page of data it wishes to restrict with the following statement:

"Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation."

(3) Offerors are cautioned that proposals submitted with restrictive statements or statements differing in substance from those cited above may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming statement(s).

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(iii) *The overall ranking of all offerors, when any ranking was developed by the agency during source selection;*

(iv) *A summary of the rationale for award.*

(v) *For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.*

(vi) *Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.*

(End of Provision)

Alternate I (October 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f) (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Alternate II (October 1997). As prescribed in 15.209(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

b. NOTICE OF SMALL BUSINESS SET-ASIDE

1. **General.** Bids or proposals under this procurement are solicited only from small business concerns. The procurement is to be awarded only to one or more such concerns, organizations, or individuals. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns. Bids or proposals received from others will be considered non-responsive.
2. **Definitions.** The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in the regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its territories and possessions, Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, by small business concerns. Provided, that this additional requirement does not apply in connection with construction or service contracts.

c. NAICS CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

1. The North American Industry Classification System (NAICS) code for this acquisition is 519120.
2. The small business size standard is \$6.5 million.

d. TYPE OF CONTRACT AND NUMBER OF AWARDS

It is anticipated that one award will be made from this solicitation and that the award(s) will be made on/about September 26, 2008.

It is anticipated that the award(s) from this solicitation will be a multiple-year Cost-Reimbursement type Level of Effort contract with a Period of Performance of 5 years (up to 10 if all options exercised), and that incremental funding will be used (See Section L.2.c. Business Proposal Instructions).

e. PERFORMANCE BASED ACQUISITION

The Government intends to use a Performance Based Acquisition method in the evaluation and award of any contract resulting from this RFP.

The Performance Based contract is designed to motivate the contractor to perform at a higher standard. Outstanding performance is rewarded through an incentive defined in the contract. The following performance incentive will be used in any contract awarded from this RFP:

Cost-Plus-Award-Fee (CPAF): The CPAF contract includes an estimated cost and an award fee amount that is paid based upon periodic evaluations of contractor performance. The Quality Assurance Surveillance Plan (QASP), which is included as an attachment to this RFP sets forth all the elements required for evaluation and determination of the award fee amount. The award fee determination is made unilaterally by the Government and is not subject to Disputes clause procedures. The QASP is included in this RFP and located as an Attachment.

f. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held with prospective offerors at NCI-Frederick on 9/25/2007 at 1:30pm. The conference will be held in the Building 549 Executive Board Room. Directions to Building 549 may be found at <http://web.ncifcrf.gov/about/directions.asp>.

The pre-proposal conference will be held for the purpose of providing information concerning the Government's requirements which may be helpful in the preparation of proposals and for answering any questions which you have regarding this solicitation.

The success of this type of conference depends largely on the lead-time available to the Government for research in connection with questions submitted by offerors. Therefore, you are requested to mail written questions concerning any areas of uncertainty which, in your opinion, require clarification or correction, in sufficient time to be received on or before 9/21/2007 at the address specified in Block 7 of SECTION A - Solicitation/Contract Form of this solicitation.

Your questions should be submitted VIA EMAIL to the contract specialist, Scott Drega and the EMAIL should be titled, "Pre-proposal conference, RFP No. NCI- N02-CO-82403-96 ." A set of all questions and answers will be furnished simultaneously to all prospective offerors whether or not they are in attendance.

Because of space limitations, each prospective offeror shall be limited to a total of 2 representatives. Offerors must contact Nancy Regnier at nregnier@ncifcrf.gov and provide a list of their representatives no later than 9/21/2007.

Attendance at the pre-proposal conference is recommended; however, attendance is not a prerequisite for proposal submission and will not be considered a factor in proposal evaluation.

g. PRICING SHEETS

To assist you in the preparation of your proposal, the Government has provided pricing sheets which outline the anticipated Level of Effort and the associated Labor, Materials & Supplies, Other Direct, and Equipment Costs. The pricing sheets may be found as an attachment to this RFP.

ANY deviation from the Level of Effort specified in the pricing sheets will be considered an ALTERNATE proposal. If the offerer wishes to deviate from the Level of Effort in the pricing sheets, a BASE proposal must be submitted based on the pricing sheets, and then a separate ALTERNATE proposal must be submitted which outlines the offeror's alternate approach in separate technical and business proposals specific to the alternate approach.

h. Special Conditions**h. Special Conditions for Award**

1. The offeror must agree to include in its phase-in plan (See B.4 ADVANCE UNDERSTANDINGS) provision for the employment of all Contractor personnel in the respective proposal for a period of ninety (90) days, effective midnight September 25, 2008.
2. The offeror must be able to produce, upon request, written commitments from key personnel named in its proposal. These commitments must be included in the proposal.
3. All offerors on both base and alternate proposals shall provide fringe benefits which are essentially comparable to those currently in effect. Offerors must indicate their willingness to accept employee service, sick leave and vacation credits already accumulated. Also, Offerors are advised that the incumbent contractor has agreed to "roll over" retirement assets to successor contracts in accordance with applicable Federal law, i.e. Employment Retirement Income Security Act (ERISA).

i. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

j. COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

k. RELEASE OF INFORMATION

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

l. COMPARATIVE IMPORTANCE OF PROPOSALS

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The relative importance of the evaluation factors is specified in SECTION M of this solicitation. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

m. REFERENCE MATERIALS

A "reading room" containing reference materials pertinent to this acquisition is available at <http://web.ncifcrf.gov/about/mosb.asp>. The information will be under the heading "Reading Room" at the bottom of the web page. Failure of offerors to examine the reference materials prior to proposal preparation and submission will be at the offeror's risk.

n. PREPARATION COSTS

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

o. SERVICE OF PROTEST (SEPTEMBER 2006) - FAR 52.233-2

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Chief Contracting Officer
NCI-Frederick
Management Operations and Support Branch
Building 427 Room 10
Frederick, MD 21702- ____

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

2. INSTRUCTIONS TO OFFERORS**a. GENERAL INSTRUCTIONS****INTRODUCTION**

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

1. Contract Type and General Clauses

It is contemplated that a cost-reimbursement performance based award fee level of effort type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

2. Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addressees, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

I. COVER PAGE

Include RFP title, number, name of organization, DUNS No., identification of the proposal part, and indicate whether the proposal is an original or a copy.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

3. Proposal Summary and Data Record (NIH-2043)

The Offeror must complete the Form NIH-2043, attached, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations. (See SECTION J, Attachment entitled, PROPOSAL SUMMARY AND DATA RECORD).

4. Separation of Technical and Business Proposals

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See SECTION J, Attachment entitled, TECHNICAL PROPOSAL COST SUMMARY.) However, the technical proposal should not include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

5. Alternate Proposals

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

6. Evaluation of Proposals

The Government will evaluate technical proposals in accordance with the criteria set forth in PART IV, SECTION M of this RFP.

7. Potential Award Without Discussions

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

8. Use of the Metric System of Measurement

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurements, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

9. Privacy Act - Treatment of Proposal Information

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the General Accounting Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

10. Selection of Offerors

- a. The acceptability of the technical portion of each contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d. If the Government intends to conduct discussions prior to awarding a contract -

1. Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such

communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain. Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.

2. The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. The competitive range will be comprised of all of the most highly rated proposals. Oral or written discussions will be conducted with all offerors in the competitive range.

While it is NCI's policy to conduct discussions with all offerors in the competitive range, NCI reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct finalization of details with the selected source in accordance with HHSAR 315.370.

- e. The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror. This process will take into consideration the results of the technical evaluation, the past performance evaluation (if applicable) and the cost analysis.
- f. The NCI reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet NCI requirements. Synopses of awards exceeding \$25,000 will be published in FedBizOpps.

11. Past Performance Information

- a. Offerors shall submit the following information as part of their Business proposal.

A list of each contract completed during the past Three years and each CONTRACTS AWARDED currently being performed that are similar in nature to the solicitation workscope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. For the purposes of this solicitation, a "major subcontract" is defined as one exceeding \$1 million.

Include the following information for each contract or subcontract listed:

1. Name of Contracting Organization
2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone Number
7. Program Manager's Name and Telephone Number

8. Standard Industrial Code

The offeror may provide information on problems encountered on the identified contracts and the offeror's corrective actions.

- b. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

12. **Electronic and Information Technology Accessibility, HHSAR 352.270-19(a) (January 2006)**

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by Public Law 105-220 under Title IV (Rehabilitation Act Amendments of 1998) and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that all EIT acquired must ensure that:

- a. *Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and*
- b. *Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to the access to and use of information and data by members of the public who are not individuals with disabilities.*
This requirement includes the development, procurement, maintenance, and/or use of EIT products/services; therefore, any proposal submitted in response to this solicitation must demonstrate compliance with the established EIT Accessibility Standards. Information about Section 508 is available at <http://www.section508.gov/>.
(End of provision)

13. **Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)**

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov/far/index.html>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a. *Data Universal Numbering System (DUNS) Number, FAR Clause 52.204-6 (October 2003).*
- b. *Facsimile Proposals, FAR Clause 52.215-5, (October 1997).*
- c. *Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).*
- d. *Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).*
- e. *Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).*
- f. *Identification of Uncompensated Overtime, FAR Clause 52.237-10, (October 1997).*

b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

1. Technical Discussions

The technical discussion included in the technical proposal should respond to the items set forth below:

a. Statement of Work**1. Objectives**

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already accomplished which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

2. Approach

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Offerors should specifically discuss: a) THE PLANNED APPROACH TO IMPLEMENTING AN INNOVATIVE PLAN TO MOVE THE LIBRARY COLLECTION TO A MORE VIRTUAL MODEL VIA MORE ON-LINE SUBSCRIPTIONS AND LESS PRINT; b) THE PLANNED APPROACH FOR ESTABLISHING A SELECTION CRITERIA POLICY; and c) ANY AND ALL OTHER INNOVATION/CREATIVITY INITIATIVES ENVISIONED AS THEY PERTAIN TO COMPLETION OF THE TASKS OUTLINED IN THE STATEMENT OF WORK.

3. Methods

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

4. Schedule

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

b. Personnel

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

1. Single Principal Investigator/Project Director

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

2. Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. FOR ALL PROPOSED STAFF WHO ARE NOT CURRENTLY MEMBERS OF THE INCUMBENT CONTRACTOR'S STAFF PROVIDE A LETTER OF COMMITMENT OR OTHER EVIDENCE OF AVAILABILITY. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

Offerors ARE NOT TO CONTACT via email, phone or otherwise employees of the incumbent contractor's staff.

3. Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

2. Technical Evaluation

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in SECTION M - Evaluation Factors for Award of this solicitation.

3. Additional Technical Proposal Information

- a. Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an

explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

- b. The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only.

4. Other Considerations

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- a. Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- b. Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c. Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d. Other factors you feel are important and support your proposed research.
- e. Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

5. Obtaining and Disseminating Biomedical Research Resources

As a public sponsor of biomedical research, the National Institutes of Health (NIH) has a dual interest in accelerating scientific discovery and facilitating product development. Intellectual property restrictions can stifle the broad dissemination of new discoveries and limit future avenues of research and product development. At the same time, reasonable restrictions on the dissemination of research tools are sometimes necessary to protect legitimate proprietary interests and to preserve incentives for commercial development. To assist NIH contractors achieve an appropriate balance, the NIH has provided guidance in the form of a two-part document, consisting of Principles setting forth the fundamental concepts and Guidelines that provide specific information to patent and license professionals and sponsored research administrators for implementation.

The purpose of these Principles and Guidelines is to assist NIH funding recipients in determining: 1) Reasonable terms and conditions for making NIH-funded research resources available to scientists in other institutions in the public and private sectors (disseminating research tools); and 2) Restrictions to accept as a condition of receiving access to research tools for use in NIH-funded research (acquiring research tools). The intent is to help recipients ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

This policy, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]) will be included in any contract awarded from this solicitation. It can be found at the following website:

<http://ott.od.nih.gov/NewPages/64FR72090.pdf>

- 6. **Information Security** is applicable to this solicitation and the following information is provided to assist in proposal preparation.

IMPORTANT NOTE TO OFFERORS: The following information shall be addressed in a separate section of the Technical Proposal entitled, "INFORMATION SECURITY."

The Federal Information Security Management Act of 2002 (P.L. 107-347) (FISMA) requires each agency to develop, document, and implement an agency-wide information security program to safeguard information and information systems that support the operations and assets of the agency,

including those provided or managed by another agency, contractor (including subcontractor), or other source. The National Institute of Standards and Technology (NIST) has issued a number of publications that provide guidance in the establishment of minimum security controls for management, operational and technical safeguards needed to protect the confidentiality, integrity and availability of a Federal information system and its information.

The Statement of Work (SOW) requires the successful offeror to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and HHS Information Security Program Policies the following requirements apply to this solicitation:

Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/policies/FISMA-final.pdf>

a. Information Type

☒ Administrative, Management and Support Information:

Public Affairs
Customer Services
Official Information Dissemination

☐ Mission Based Information:

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b. Security Categories and Levels

Confidentiality Level: ☒ Low ☐ Moderate ☐ High
 Integrity Level: ☒ Low ☐ Moderate ☐ High
 Availability Level: ☒ Low ☐ Moderate ☐ High
Overall Level: ☒ Low ☐ Moderate ☐ High

c. Position Sensitivity Designations

Prior to award, the Government will determine the position sensitivity designation for each contractor (including subcontractor) employee that the successful offeror proposes for work under the contract. For proposal preparation purposes, the following designations apply:

☐ **Level 6: Public Trust - High Risk (Requires Suitability Determination with a BI).** Contractor employees assigned to a Level 6 position are subject to a Background Investigation (BI).

☐ **Level 5: Public Trust - Moderate Risk (Requires Suitability Determination with NACIC, MBI or LBI).** Contractor employees assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI)

☒ **Level 1: Non Sensitive (Requires Suitability Determination with an NACI).**

Contractor employees assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).

Upon award, the contractor will be required to submit a roster of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a federal information system(s). The Government will determine and notify the Contractor of the appropriate level of suitability investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at:

<http://ais.nci.nih.gov/forms/Suitability-roster.xls>

Upon receipt of the Government's notification of applicable Suitability Investigations required, the contractor shall complete and submit the required forms within 30 days of the notification. Additional submission instructions can be found at the "NCI Information Technology Security Policies, Background Investigation Process" website: <http://ais.nci.nih.gov>.

Contractor/subcontractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

d. Information Security Training

HHS policy requires contractors/subcontractors receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements.

The successful offeror will be responsible for assuring that each contractor/subcontractor employee has completed the NIH Computer Security Awareness Training course at: <http://irtsectraining.nih.gov/> prior to performing any contract work, and thereafter completing the NIH-specified fiscal year refresher course during the period of performance of the contract. The successful offeror shall maintain a listing of all individuals who have completed this training and shall submit this listing to the Project Officer.

Additional security training requirements commensurate with the position may be required as defined in NIST Special Publication 800-16, Information Technology Security Training Requirements (<http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>). This document provides information about information security training that may be useful to potential offerors.

e. Offeror's Official Responsible for Information Security

The offeror shall include in the "Information Security" part of its Technical Proposal the name and title of its official who will be responsible for all information security requirements should the offeror be selected for an award.

f. References

1. Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002); <http://csrc.nist.gov/policies/FISMA-final.pdf>
2. DHHS Personnel Security/Suitability Handbook: <http://www.hhs.gov/ohr/manual/pssh.pdf>
3. NIH Computer Security Awareness Training Course: <http://irtsectraining.nih.gov/>
The following NIST publications may be found at the following site: <http://csrc.nist.gov/publications/>
[Note: The search tool on the left side of this page provides easy access to the documents.]
4. NIST Special Publication 800-16, Information Technology Security Training Requirements; and
Appendix A-D
5. NIST SP 800-18, Guide for Developing Security Plans for Information Technology Systems
6. NIST SP 800-26, Revision 1, Computer Security
7. NIST SP 800-53, Revision 1, Recommended Security Controls for Federal Information Systems

8. NIST SP 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories, Volume I; and
Volume II, Appendices to Guide For Mapping Types of Information and Information Systems To Security Categories, Appendix C, and Appendix D
9. NIST SP 800-64, Security Considerations in the Information System Development Life Cycle
10. FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems
11. FIPS PUB 200, Minimum Security Requirements for Federal Information and Information Systems

c. BUSINESS PROPOSAL INSTRUCTIONS

1. Basic Cost/Price Information

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

2. Proposal Cover Sheet

The following information shall be provided on the first page of your pricing proposal:

1. Solicitation, contract, and/or modification number;
 2. Name and address of Offeror;
 3. Name and telephone number of point of contact;
 4. Name, address, and telephone number of Contract Administration Office, (if available);
 5. Name, address, and telephone number of Audit Office (if available);
 6. Proposed cost and/or price; profit or fee (as applicable); and total;
 7. The following statement: By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.
 8. Date of submission; and
 9. Name, title and signature of authorized representative.
- This cover sheet information is for use by offerors to submit information to the Government when cost or pricing data are not required but information to help establish price reasonableness or cost realism is necessary. Such information is not considered cost or pricing data, and shall not be certified in accordance with FAR 15.406-2.

3. Information Other than Cost or Pricing Data

- a. The information submitted shall consist of data to permit the Contracting Officer and authorized representatives to determine price reasonableness or cost realism, e.g., information to support an analysis of material costs (when sufficient information on labor

and overhead rates is already available), or information on prices and quantities at which the offeror has previously sold the same or similar items.

Any information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rational as needed to permit the Contracting Officer and authorized representative to evaluate the documentation.

Unless otherwise stated in this solicitation, the information may be submitted in the offeror's own format.

b. The information submitted shall be at the level of detail described below.

1. Direct Labor

Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category. Key personnel will be separately estimated as above and identified. Give the basis for the estimates in each case.

2. Fringe Benefits

Show fringe benefits as a separate line item. Include the rate(s) and/or method of calculating fringe benefits. Provide a copy of your fringe benefit rate or institutional guidelines.

3. Indirect Costs

This contract will operate in conjunction with the FFRDC at NCI-Frederick. The Operations and Technical Support (OTS) Contractor handles all purchasing of incidental materials and supplies needed for operation of the FFRDC and will do so for this contract as well. All work under this contract will be performed in Government owned and maintained buildings. Due to the preceding, the Contractor will NOT incur overhead costs during performance of this contract and overhead costs will not be allowable nor allocable to the contract. The contractor will be allowed to propose G&A costs.

4. Special Equipment

If direct charge, list any equipment proposed including description, price, quantity, total price, purchase or lease, and the basis for pricing.

5. Travel

Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for pricing.

6. Other Costs

List all other costs not otherwise included in the categories described above (e.g., computer services, consultant services) and provide basis for pricing.

4. Cost and Pricing Data

1. General Instructions

A. You must provide the following information on the first page of your pricing proposal:

1. Solicitation, contract, and/or modification number;
2. Name and address of offeror;
3. Name and telephone number of point of contact;
4. Name of contract administration office (if available);

5. Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
 6. Proposed cost; profit or fee; and total;
 7. Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
 8. Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
 9. The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403 5(b)(1) and Table 15.2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price;
 10. Date of submission; and
 11. Name, title and signature of authorized representative.
- B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.
- C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including
1. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 2. The nature and amount of any contingencies included in the proposed price.
- D. You must show the relationship between contract line item prices and the total contract price. You must attach cost element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.
- E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
- F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
- G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

- H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406 2, submit a Certificate of Current Cost or Pricing Data.

2. Cost Elements

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

- A. **Materials and services.** Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403 4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph 2.A(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.
1. *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403 4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205 26(e)).
 2. *All Other.* Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403 4 and not otherwise exempt, in accordance with FAR 15.403 1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$11.5 million or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.
- B. **Direct Labor.** Provide a time phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

- C. **Indirect Costs.** Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
- D. **Other Costs.** List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- E. **Royalties.** If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:
1. Name and address of licensor.
 2. Date of license agreement.
 3. Patent numbers.
 4. Patent application serial numbers, or other basis on which the royalty is payable.
 5. Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
 6. Percentage or dollar rate of royalty per unit.
 7. Unit price of contract item.
 8. Number of units.
 9. Total dollar amount of royalties.
 10. If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205 37).
- F. **Facilities Capital Cost of Money.** When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB CMF and show the calculation of the proposed amount (see FAR 31.205 10).
3. **Formats for Submission of Line Item Summaries**
- The detailed breakdown shall be in the format as shown on the form **Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours** (Section J, List of Attachments). For each separate cost estimate, the offeror must furnish a breakdown by cost element as indicated above. In addition, summary total amounts shall be furnished. In the event the RFP cites specific line items, by number, a cost breakdown for each line item must be furnished.
4. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.
 5. By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically

referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

[NOTE: Data substantiating the costs or prices proposed (i.e. payroll documentation, vendor quotes, invoice price, etc.) should not be submitted with the initial proposal. This information will be requested from the offeror during the negotiation process. The initial proposal need only indicate from what source the proposed costs and prices are substantiated.]

5. Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data [FAR Clause 52.215-20 (October 1997)]

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15.2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406 2.
- (End of provision)

Alternate I (October 1997) of FAR Clause **52.215-20, Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data** (October 1997). As prescribed in 15.408(l), **substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:**

(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

The format specified in paragraph L.2.c.(4) Cost and Pricing Data, subparagraph 3. Formats for Submission of Line Item Summaries shall be used for the submission cost information. Submission of all other cost or pricing data shall be in accordance with Table 15-2 in FAR 15.408.

6. HUBZone Small Business Concerns

Small Business offerors located in underutilized business zones, called "HUBZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS, which is incorporated by reference in ARTICLE I.3. of this solicitation. Qualified HUBZone firms are identified in the Small Business Administration website at <http://www.sba.gov/hubzone>.

7. Total Compensation Plan

a. Instructions

1. Total compensation (salary and fringe benefits) of professional employees under service contracts may, in some cases, be lowered by recompetition of these contracts. Lowering of compensation can be detrimental in obtaining the necessary quality of professional services needed for adequate performance of service contracts. It is, therefore, in the best interest of the Government that professional employees, as defined in 29 CFR Part 541, be properly compensated in these contracts. All offerors AS A PART OF THEIR BUSINESS PROPOSAL WILL SUBMIT a "Total Compensation Plan" (salaries and fringe benefits) for these professional employees for evaluation purposes.
2. The Government will evaluate the Total Compensation Plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits).
3. Evaluation for award, therefore, will include an assessment of the Total Compensation Plan submitted by each offeror.

b. Evaluation

1. Total Compensation Plan (Professional Employees)

In establishing compensation levels for professional employees, the total compensation (both salaries and fringe benefits) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel to meet mission objectives. The salary rates or ranges must recognize the distinct differences in professional skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor Contractor for

the same work will be evaluated, in addition to the above, on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent professional employees. Offerors are cautioned that instances of lowered compensation for essentially the same professional work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the requirement.

2. Cost (Professional Compensation)

Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the professional job categories so as to impair the Contractor's ability to recruit and retain competent professional employees, may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.

3. Other (Labor Relations)

An assessment of the potential for adverse effect upon performance and maintenance of the required number of professional employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

4. Federal Acquisition Regulation Clauses incorporated by Reference

FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees (FEBRUARY 1993).

8. Qualifications of the Offeror

You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts."

a. General Experience

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

b. Organizational Experience Related to the RFP

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, but not the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.

c. Performance History

Performance history is defined as meeting contract objectives within **delivery** and **cost schedules** on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

d. Pertinent Contracts

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

e. Pertinent Grants

List grants supported by the Government that involved similar or related work to that called for in this RFP. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and are considered in the source selection process.

9. Other Administrative Data

a. Property

1. It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes:
 - a. An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
 - b. No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.
2. The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.
3. The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractors Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

b. Royalties

The offeror shall furnish information concerning royalties which are anticipated to be paid in connection with performance of work under the proposed contract.

c. **Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38 (MAY 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232 34, Payment by Electronic Funds Transfer Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).*
- (2) The offeror's name and remittance address, as stated in the offer.*
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.*
- (4) The name, address, and 9 digit Routing Transit Number of the offeror's financial agent.*

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9 digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of Provision)

d. Financial Capacity

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

e. Incremental Funding

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provision is applicable:

Incremental Funding, HHSAR 352.232-75 (January 2006)

(a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds as specified in FAR 52.232-22. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. The Government intends to allot additional funds up to and including the full estimated cost of the contract for the remaining years of performance by contract modifications. However, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor is the Contractor obligated to perform in excess of the amount allotted.

(b) The Limitation of Funds clause to be included in the resultant contract, as specified in FAR 52.232-22, shall supersede the Limitation of Cost clause found in the Section I, Contract Clauses.

(End of provision)

f. Facilities Capital Cost of Money, FAR 52.215-16, (June 2003)

(This is applicable if you are a commercial organization.)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

If the offeror elects to claim this cost, the offeror shall specifically identify or propose it in the cost proposal for the contract by checking the appropriate box below.

[]Fac Cap Cost of Money (Has) *The prospective Contractor **has** specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under the contract. Submit Form CASB-CMF (see FAR 31.205-10).*

[]Fac Cap Cost of Money (Has Not) ***has not** specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.*

10. **Subcontractors**

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a. Willingness to perform as a subcontractor for specific duties (list duties).
- b. What priority the work will be given and how it will relate to other work.
- c. The amount of time and facilities available to this project.
- d. Information on their cognizant field audit offices.
- e. How rights to publications and patents are to be handled.
- f. A complete cost proposal in the same format as the offeror's cost proposal.

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R&D) subcontracts with educational institutions:

<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>

11. **Proposer's Annual Financial Report**

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

12. **Representations and Certifications - SECTION K**

One copy of SECTION K (which includes FAR Clause 52.204-8 Annual Representations and Certifications) shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of SECTION K shall be submitted from any proposed subcontractor. SECTION K can be found at: <http://rcb.cancer.gov/rcb-internet/wkf/sectionk.pdf>

13. **Travel Costs/Travel Policy**

a. **Travel Costs - Commercial**

Costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed by offerors, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46.

SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL

Selection of an offeror for contract award will be based on an evaluation of proposals against three factors. The factors in order of importance are: technical, cost, and past performance. Although technical factors are of paramount consideration in the award of the contract, past performance, and cost/price are also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost. The Government intends to make an award(s) to that offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

2. EVALUATION OF OPTIONS

It is anticipated that any contract(s) awarded from this solicitation will contain option provision(s) and period(s). In accordance with FAR Clause 52.217-5, Evaluation of Options, (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the option(s).

3. TECHNICAL EVALUATION CRITERIA

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

BASE AND ALTERNATE PROPOSAL(S)

The technical proposal will receive paramount consideration in the selection of the Contractor for this acquisition. All evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.

EVALUATION CRITERIA (Sub-Criteria are listed in descending order of importance)

APPROACH (50)

The quality, feasibility and innovation/creativity of the proposed approach to accomplish the scientific library services for the NCI-Frederick, including understanding of the work to be performed. Quality of the proposed strategies for proactively responding to innovations in information accession and to changes in the research priorities and directions of the NCI.

Quality, feasibility and innovation/creativity of the management approach for ensuring effective, efficient use of personnel and financial resources to respond to the requirements of the Statement of Work.

Adequacy of the methods, concepts and resources proposed for ensuring effective customer relations and interface with NCI/NIH service requesters, other NCI-Frederick contractors, and government management.

Adequacy of the phase-in plan for continuity of on-going work, including continuity of employment and comparability of fringe benefits.

KEY PERSONNEL (40)

Experience

Documented experience in the flexible operation and management of specialized library services using creative and innovative methods within a large, complex, multifaceted research and research support operation comparable to the NCI-Frederick.

Documented experience in successfully identifying and implementing novel information formats or technologies and in rapidly responding to new requirements for information resources in support of new or changing research priorities and technology applications.

Documented experience in providing high quality library services in support of basic and applied research, research and development, and research support programs in cancer, AIDS, or related research conducted by the NCI.

Professional Experience and Accomplishments

Documented professional expertise, including education, training, and experience, in management and provision of library services and the relevance of this expertise to the Statement of Work.

CORPORATE INPUT/EXPERIENCE (10)

Documented corporate experience in and resources for the successful operation and management of a specialized library facility in support of a large, complex, multifaceted research and research support facility comparable to the NCI-Frederick.

Proposed corporate support for addressing the requirements of the Statement of Work.

4. PAST PERFORMANCE FACTOR

An evaluation of offeror's past performance information will be conducted subsequent to the technical evaluation. However, this evaluation will not be conducted on any offeror whose proposal would not be selected for award based on the results of the evaluation of factors other than past performance.

The evaluation will be based on information obtained from references provided by the offeror, other relevant past performance information obtained from other sources known to the Government, and any information supplied by the offeror concerning problems encountered on the identified contracts and corrective action taken.

The government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be a product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgment by the Government after it considers relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as the offeror's record of performing according to specifications, including standards of good workmanship; the offeror's record of controlling and forecasting costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in the offeror's performance.

The lack of a relevant performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.